

A.G. CONTRACT KR88-0041
ECS FILE: IGA-88-03
PROJECT: VLT-951-6-501
HIGHWAY: SANTA FE AVENUE
(B 40)
SECTION: Flagstaff Streets
FUND CODE: 82560

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
STATE OF ARIZONA
AND
CITY OF FLAGSTAFF

THIS AGREEMENT, is entered into February 19,
1988, pursuant to Arizona Revised Statutes, Section 11-951
through 11-954, as amended, by and between the STATE OF
ARIZONA, acting by and through the ARIZONA DEPARTMENT OF
TRANSPORTATION, hereinafter called "STATE" and the CITY OF
FLAGSTAFF acting by and through its City Council, hereinafter
called "CITY";

WHEREAS, STATE is empowered by Section 28-108 and
Section 11-952 Arizona Revised Statutes to enter into this
agreement and has, by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and the Director of the Arizona Department of
Transportation has delegated to the undersigned the authority
to execute same on behalf of STATE; and

WHEREAS, CITY is empowered by Sections 48-572 and 9-276,
Arizona Revised Statutes and by Flagstaff CITY Charter Article
I, Section 3, to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute same on behalf of CITY;
and

WHEREAS, CITY desires to construct the Santa Fe
Waterline and related facilities parallel to and five feet
south of the centerline of Santa Fe Avenue (B 40) from Station
2306+95, just west of the intersection with Switzer Canyon
Drive, to Station 2447+16, approximately 450 feet west of the
intersection with Fanning Drive; and

FILED WITH SECRETARY OF STATE

NO. 12763
Date Filed 2-24-88

Karen Osborne
Acting SECRETARY OF STATE

WHEREAS, the CITY desires to include the construction of its Santa Fe Waterline and related facilities with the STATE's reconstruction of Santa Fe Avenue (B 40) under Project VLT-951-6-501, Flagstaff Streets; and

WHEREAS, the work embraced in this Agreement and the estimated cost is as follows:

SANTA FE WATERLINE AND RELATED FACILITIES:

Estimated Cost Submitted by Boyle Engineering Corporation for the CITY of Flagstaff on 1/28/88	- \$ 1,285,540.00
4.0% for Mobilization Costs	- 51,422.00
Subtotal	- \$ 1,336,962.00
12.0% for Engineering & Contingencies	- 160,435.00
TOTAL	- \$ 1,497,397.00

WHEREAS, there will be no Federal participation in the costs of said project.

THEREFORE, the parties agree as follows:

STATE SHALL:

1. Design and prepare right-of-way and construction plans, specifications and estimate for the reconstruction of Santa Fe Avenue (B 40) under Project VLT-951-6-501 from Station 2307+00 to Station 2447+08.65 Back equals 2447+11.19 Ahead, for a distance of approximately 2.65 miles.

2. Advertise for, receive and open bids, and subject to the concurrence of the CITY in the waterline-related bid amounts, award the contract and enter into a contract with the firm to whom award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation and the latest revision of the 1979 Edition of the Maricopa Association of Governments (M.A.G.) Standard Specifications and the CITY of Flagstaff addendums to said specifications.

3. Inspect and administer the project.

4. Submit to the CITY a copy of the contractor's monthly pay estimate together with a monthly bill for the actual

construction costs of said waterline and related facilities, plus 12 percent of the actual construction costs for engineering and contingencies.

5. Upon advance request, allow examination of project records by City's auditors.

CITY SHALL:

1. Design and develop construction plans, specifications and cost estimates for construction of the Santa Fe waterline and related facilities from Station 2306+95 to Station 2447+16.

2. Reimburse the STATE for the total cost of constructing the Santa Fe waterline and related facilities including construction engineering costs.

3. Prior to the award of the construction contract, deposit in an interest bearing escrow account between CITY, STATE and the State Treasurer, cash in the actual amount of the successful bidder's estimated cost of constructing the waterline and related facilities, plus 12 percent of said estimated cost for engineering and contingencies, or, at the CITY'S option, cash in the amount of \$1,497,397.00. Interest on said account shall accrue to the CITY. The escrow shall state that CITY shall deposit funds as needed to cover remaining payments and to maintain a minimum balance of \$100,000, which minimum balance shall remain on deposit until final completion of the project and the resolution of all claims and/or litigation against the project, if any, by the contractor.

4. Through the escrow account, the CITY shall insure the transfer of funds to the STATE in an amount equal to the bill submitted by the STATE for actual construction costs for said waterline and related facilities, plus 12 percent of the actual construction costs for engineering and contingencies. Said transfer shall be made by the CITY within 30 days of receipt of bill from the STATE.

5. In addition to all costs as hereinbefore mentioned, pay the specified amount of all reasonable costs of construction change orders, delays or claims for extra compensation made by the contractor related to said waterline and associated facilities.

6. In relation to said waterline and associated facilities, assume full responsibility for obtaining clearances from utility companies and for damage to any utility line.

7. Upon completion of the waterline construction, assume maintenance of the Santa Fe waterline and related facilities.

THE PARTIES HERETO FURTHER AGREE THAT:

To the extent permitted by law, STATE and CITY agree to defend, indemnify, and hold harmless each other and their agents, officials, employees and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the STATE or the CITY, their employees or agents. As to any claims where the parties hereto may be jointly at fault, whether or not a named defendant to an action, the parties agree that they will share in any settlement or judgement on the amount that is proportionate to the degree of negligence or fault of the respective parties as agreed to between them or adjudicated by the courts.

THIS AGREEMENT shall remain in full force and effect until completion of said construction project as aforesaid; provided, however, that this agreement may be cancelled at any time prior to the commencement of construction upon 30 days' written notice to the other party; provided, further, that any provisions herein for maintenance shall be perpetual.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

Both parties further recognize that the provisions of Section 35-214, Arizona Revised Statutes, are applicable to this agreement.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

THIS AGREEMENT shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of STATE's resolution authorizing entry into this

agreement, a copy of CITY's resolution passed by its City Council, a copy of the written determination of the appropriate attorney that CITY is authorized under the laws of this STATE to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination Letter.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

By: 

Title Vice Mayor

By: 

W. O. Ford
State Engineer

ATTEST:


CITY CLERK

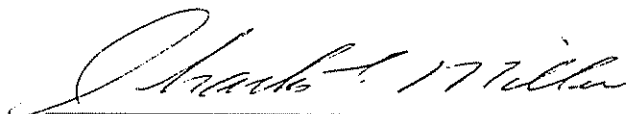
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PROJECT: VLT-951-6-501
SECTION: Flagstaff Streets

RESOLUTION

BE IT RESOLVED on this 11th day of January, 1988, that I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental agreement with the CITY of Flagstaff for construction of the Santa Fe Avenue (B 40) under project VLT-951-6-501.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



Charles L. Miller, Director
Arizona Department of Transportation

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE CITY TO REPAY THE STATE FOR THE COST OF THE STATE'S CONSTRUCTION OF THE SANTA FE WATERLINE AND RELATED FACILITIES AS A PART OF THE STATE'S IMPROVEMENT OF SANTA FE AVENUE UNDER STATE PROJECT VLT-951-6-501.

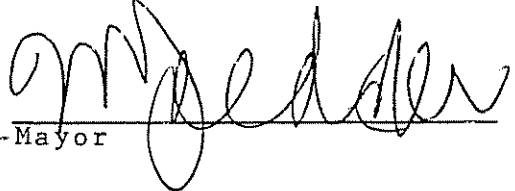
WHEREAS, the City of Flagstaff recognizes the importance of an adequate infrastructure system, including the construction of waterlines and related improvements; and

WHEREAS, the City of Flagstaff recognizes and appreciates the assistance provided by the Arizona Department of Transportation toward that end, specifically in the construction of a waterline and related facilities parallel to and five feet south of the centerline of Santa Fe Avenue (B-40) from Station 2306 + 95, just west of the intersection with Switzer Canyon Drive, to Station 2447 + 16, approximately 450 feet west of the intersection with Fanning Drive;

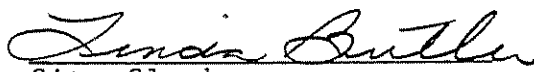
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FLAGSTAFF AS FOLLOWS:

SECTION 1: The Council of the City of Flagstaff, pursuant to Article I, Section 3 of the Flagstaff City Charter, does hereby approve the Intergovernmental Agreement with the Arizona Department of Transportation regarding the construction of a waterline and related facilities on Santa Fe Avenue (A.G. Contract KR88-0041; ECS File IGA-88-03; Project VLT-951-6-501). Mayor Robert L. Moody is authorized to execute this agreement on behalf of the City of Flagstaff.

PASSED AND ADOPTED by the Council and approved by the Mayor of the City of Flagstaff, this 2nd day of FEBRUARY, 1988.


Vice-Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

EXHIBIT "B"

APPROVAL OF THE CITY ATTORNEY

Re: IGA for the City to Repay the State for the Cost of the State's Construction of the Santa Fe Waterline and Related Facilities as a Part of the State's Improvement of Santa Fe Avenue Under State Project VLT-951-6-501

I hereby state that I have reviewed the proposed Intergovernmental Agreement (IGA-88-03, Project VLT-951-6-501) between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and the CITY OF FLAGSTAFF and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the STATE OF ARIZONA.

DATED this 10th day of February, 1988.

JOSEPH R. BERTOLDO
CITY ATTORNEY
CITY OF FLAGSTAFF

By: 

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR88-0041-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23rd day of February, 1988.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division